



PURCHASE CONTRACT N° **XX/MONTH/YEAR BETWEEN
MEDECINS SANS FRONTIERES **SECTION** (MSF)
AND **SUPPLIER'S NAME**
FOR **XX** MT OF **EXACT TYPE OF WHEAT****

Buyer :

Médecins Sans Frontières **Section**
Local mail address
Phone & fax numbers
E-mail address

Supplier :

Name of the Society
Name of the contact person
Local mail address
Phone & fax numbers
E-mail address

Type and quality of the products :

Exact type of wheat produced in **Country of origin**, from the current crop of **year**, healthy and marketable quality, fit for human consumption, following these specifications :

Quality factors	Grain	Flour
Moisture content		<14%
Proteins (on dry matter)	>11.5% (Nx5.7)	>10.5% (Nx6.25)
Hagberg falling number	>220	>220 including the preparation (agitation 60s)
Zeleny index		>25
Specific weight	>68kg/hl	N/A
Ash (dry matter)	N/A	<0.6%
Impurities of animal origin (including dead insects)		<0.1%
Other organic foreign matter (seeds, stems...)	<1.5%	N/A
Mineral extraneous matter (stones, dust...)		<0.5%
Living insects		none

Defective grain	< 10%	
- Broken (2.5mm sieve)	<3%	
- Sprouted	<2.5%	N/A
- Insect bored	< 1.5%	
- Damaged kernels	< 6%	
Microbiology & contaminants	Grain	Flour
Samonella		none in 25g
Toxic or harmful grain	<0.1%	N/A
Ergot	<0.05%	N/A
Total aflatoxins		<4 ppb
Ochratoxine	<5 ppb	<3 ppb
Deoxynivalenol (vomitoxine)	<1250 ppb	<750 ppb

Wheat grains should be from the most recent harvest, and their origin should be clearly indicated (supported by original certificate of origin). They should be "sound and market quality", and "fit for human consumption".

Product shall be free from abnormal flavours, and/or odours.

A fumigation certificate dated less than 2 weeks prior must be presented upon receipt.

Quantity and packaging :

XX MT (total quantity written in letters) net of **exact type of** wheat in **25/50** (only 25kg for flour) kg bags.

- Either: Highest quality (minimum 85g/m²) polypropylene (PP) new bag with double stitching at the top and bottom
- Or: burlap jute (Burlap) bags 600g/bag.
- Bag may be lined with woven polypropylene bag, weighing 110g/bag, with the top edges of the bags sewn together

All bag must be clean, dry, undamaged and firmly sewn.

Recycled bags are not allowed.

Resistance to one drop from 1.2m high on the base of 2 drops on each side from 1.6m high as per EN276 for polypropylene bags.

Additional 2% empty marked spare bags of same quality shall be provided.

In case of insufficiency of weight observed during the quantity and quality control at loading point, **Name of Supplier** agree to provide the remaining/missing quantity of product according to the contract.

Marking :

Each bag must be marked with non toxic ink and markings must remain readable after minimum 10 handling.

Bags will be marked as following for traceability :

- Batch N° composed with : Supplier's initials/Year/field despatch code/field order number (ex : MAVI/07/NG01MFR/015)
- MEDECINS SANS FRONTIERES
- Exact type of product
- Net weight of the bag
- Origin
- Crop year
- For milled product: Date of milling + best before date

The size of the letters for the marking must be at least 20mm.

Price :

The price includes all taxes, packaging, **incoterm** (Incoterms 2000 or its' latest revision to apply).

Price per metric Ton: **XX currency (total amount and currency written in letters) INCOTERM.**

Delivery period :

The delivery period is maximum **XX** days from the date this contract is signed by both buyer and supplier. The contract will end once the total quantity of goods is received as agreed and the invoice paid.

The **exact type of product** will be **delivered/collected** in **XX** phases, first phase is on the **expected date** for a quantity of **XX MT (total quantity written in letters)** and the last amount of **XX MT** will be **delivered/collected** on **expected date**.

List of documents to be provided by the supplier:

- The present contract dated, stamped, and signed on each page must be sent back to MSF **section – city of MSF coordination office.**
- A packing list and a pro forma invoice must be sent to MSF **section** as soon as the present contract is signed.

For each delivery :

- Once MSF **section** gives the green light for shipment, a detailed list of trucks loading must be sent by **name of the supplier** before shipment of the goods
- A certificate of origin of the product
- A certificate of fumigation dated less than 2 weeks prior shipment

Quality and weight check :

The bags which aren't in accordance with what was agreed will be rejected.

Quality Control

MSF **section** may hire an independent quality control agency to perform an inspection on quantity, packaging, labelling quality and to collect samples that will be sent to a laboratory for analysis during and after the production process.

These quality controls are done at the loading point in **name of the supplier** warehouse in **city (Country)**

The bags which aren't in accordance with what was agreed will be rejected.

The supplier is to fumigate the whole quantity of **exact type of product** in his warehouse maximum 2 weeks before delivery. A fumigation certificate dated maximum 2 weeks before delivery and signed by a Society specialized in that kind of treatment must be given to the MSF person in charge of the quality control at the unloading point.

A second quantity and quality control will be done during unloading by MSF representative following the standard MSF protocol.

Guarantee of performance :

From the signature of that contract MSF **section** will be considered as the owner of the total quantity of **exact type of product** mentioned on that contract.

That agreement will guarantee the correct execution of that contract.

After signature of this contract and in case the supplier wouldn't deliver the whole quantity in the agreed period and in the delivery conditions specified in this contract, MSF **section** has the right to hold back 1 (one) percent of value per day of delay of the remaining quantity.

The amount of the penalty will be held back from the final payment.

Payment :

The payment of **XX currency (total amount and currency written in letters)** will be done by MSF, to **Supplier**, after presentation of a dated invoice with three original copies, with the fumigation certificate dated and signed, and a reception form attesting the quality and quantity of deliveries.

Payment can be done in **XX** phases : **XX%** at the signing of this contract, **XX%** after receiving **XX MT** (on the **expected first date of delivery**) and **XX%** upon collecting the last stock (on the **expected first date of delivery**)

That payment will be done by **payment mean** in **currency of payment** to **name of the supplier** bank account specified on the invoice.

Disputes:

In every case MSF section and the supplier will try to find an amicable agreement. In the case of legal trial, the **French** law governs the present general conditions.

City, date

For MSF **section**

City, date

For the supplier

.....

Mr. Name of the MSF person
Job title

.....

Mr. Contact person
Name of the supplier